

# PSJ3

## Exhibit 112

## MARKETING SPONSORSHIP AGREEMENT

Nancy E. Lundebjerg, MPA  
Deputy Executive Vice President and COO  
AGS Foundation for Health in Aging  
350 Fifth Avenue, Suite 801  
New York, NY 10118

December 3, 2010

**PriCara, Division of Ortho-McNeil Janssen Pharmaceuticals, Inc.** (the "Company") is pleased to provide **AGS Foundation for Health in Aging** (the "Sponsor") with a marketing sponsorship in the amount of **Ten Thousand Dollars (\$10,000)** (the "Sponsorship"). The purpose of this letter agreement is to set forth the terms and conditions pursuant to which the Company shall provide the Sponsorship to the Sponsor.

The Sponsorship proceeds shall be used by the Sponsor for the following marketing program(s) (the "Program(s)"); **Corporate membership for December 2010-December 2011**. This sponsorship will help **AGS Foundation for Health in Aging** build a bridge between the research and practice of geriatrics health care professionals and the public, and to advocate on behalf of older adults and their special needs: wellness and preventive care, self-responsibility and independence, and connections to the family and community.

As a Corporate Member our company will receive benefits to assist in developing relationships with the AGS and its Foundation as well as identifying opportunities to work together. The Foundation will acknowledge our corporate membership at events as well as on their websites. Key benefits of joining the Foundation includes; Invitation to the Corporate reception held at the Annual Scientific Meeting, Recognition at the Annual Scientific Meeting in the advance and final programs, Acknowledgment on AGS and AGS Foundation web sites, Special Exhibit Booth Recognition Signage, Recognition in a Foundation advertisement thanking Corporate Members in the Foundation's Gala Program. Membership includes; one complimentary subscription to the AGS journals: *The Journal of the American Geriatrics Society*, *Annals of Long-Term Care* and *Clinical Geriatrics*, Complimentary copies of AGS and AGS Foundation publications.


The Sponsor and Company acknowledge and agree that the Sponsorship is based on Sponsor's proposed budget reflecting Sponsor's good faith estimate of the direct costs of the Program, has not been determined in a manner that takes into account the volume or value of any business otherwise generated between the Sponsor and the Company, and shall not obligate the Sponsor to purchase, use, recommend, or arrange for the use of any product of the Company or its affiliates, or to place any Company Products on any formulary. The Sponsor shall permit the Company to review the Sponsor's expense records, which are related to the Program, as requested by the Company from time to time. Further, the Sponsor shall ensure that the Company's support of the Program is disclosed to recipients or attendees of the Program.

If the terms of this letter agreement are acceptable to the Sponsor, please acknowledge the Sponsor's agreement to the terms of this letter agreement by countersigning the attached copy and returning it to my attention.

Sincerely,  
  
**Robyn Kohn, MA, CCMEP**  
National Advocacy Director, Pain/IM, Strategic Customer Group

Agreed and acknowledged this 6th day of December

**AGS Foundation for Health in Aging**

By:   
Nancy E. Lundebjerg, MPA  
Deputy Executive Vice President and COO